

Consulting Agreement

This Consulting Agreement, dated effective January 1, 2008 (the "Agreement"), is made and entered into by and among Ricardo US, a Michigan corporation ("Ricardo"), and Van Scoyoc Associates, Inc., a District of Columbia corporation ("VSA").

ARTICLE 1 - SCOPE OF WORK

1.1 Services - Ricardo hereby retains VSA to provide its services as a consultant and advisor with regard to various federal agency and legislative issues. In general, VSA shall monitor and evaluate these issues, advise Ricardo on the components of an effective agency and legislative plan and assist in the implementation of the appropriate actions necessary to achieve the goals of the plan. VSA will perform the specific services set forth in the Statement of Work incorporated herein as Exhibit A.

1.2 Reports - With respect to services performed, VSA shall deliver a monthly written report of activity undertaken on behalf of Ricardo on or before the 10th day of the following month.

1.3 Standard of Conduct - VSA shall conform to the highest professional standards of work and business ethics in performing under this Agreement. VSA warrants that it shall at all times perform and remain in full compliance with Applicable Law, including any changes in Applicable Law effective during the term of this Agreement. VSA shall register under the Lobbying Disclosure Act of 1995 on Ricardo's behalf, if required by Applicable Law.

1.4 Outside Services - VSA shall not use the service of any other person, entity or organization in the performance of its duties without the prior written consent of Ricardo.

ARTICLE 2 - INDEPENDENT CONTRACTOR

2.1 Independent Contractor - VSA is an independent contractor and not an employee, partner, or co-venturer of Ricardo. The manner in which VSA's services are rendered shall be within VSA's sole control and discretion. VSA is not authorized to speak for, represent, or obligate Ricardo in any manner without the prior express written authorization from Ricardo.

2.2 Taxes - VSA shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes of its employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by Ricardo on behalf of VSA or its employees.

ARTICLE 3 - COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation - Ricardo shall pay to VSA a retainer in the amount of \$9,000.00 per month between January 1 and June 30, 2008 and \$10,000 per month after July 1, 2008 for services rendered to Ricardo under this Agreement. The monthly compensation shall be paid on the first of the month in advance of the month the services are provided. A \$6,000.00 bonus will be paid if legislative and business development performance goals (presently being defined) are met by July 1, 2008.

3.2 Reimbursement - Ricardo agrees to reimburse VSA for all actual, reasonable and necessary expenditures directly related to the services and paid in compliance with Applicable Law. These expenditures include, but are not limited to, expenses related to travel (i.e. airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditure. However, any single expenditure above \$1,000 shall be approved by Ricardo in advance. Ricardo will reimburse VSA's expenses within thirty days of VSA's proper written request.

ARTICLE 4 - TERM AND TERMINATION

4.1 Term - This Agreement shall be effective as of 01 January 2008 and shall continue in full force and effect until 31 December 2008. Ricardo and VSA may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 Termination - Either party may terminate this Agreement for convenience upon thirty days advance notice or immediately upon a material breach by the other party.

4.3 Responsibility upon Termination - Any tangible item provided by Ricardo to VSA under this Agreement, including, but not limited to, records, files, documents, information storage devices, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to Ricardo.

4.4 Survival - The provisions of Articles 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5 - CONFIDENTIAL INFORMATION

5.1 Confidential Information - It is understood that VSA shall hold material designated "Confidential Information" in confidence unless disclosure is required by law or is expressly authorized by Ricardo. Confidential Information shall not include the following: (1) information that is now or subsequently becomes generally available to the public through no fault or breach of VSA; (2) information already in the lawful possession of VSA; (3) information independently obtained or developed by VSA without the use of any confidential information of Ricardo; (4) information lawfully obtained by VSA from a third party; (5) information Ricardo agrees must be or should be disclosed in order for VSA to perform its lobbying services to Ricardo. If Ricardo's Confidential Information is required to be disclosed under alleged law, rule, regulation, subpoena, obligation, government request or court order, VSA shall give written notice of the request to Ricardo and Ricardo shall be responsible for taking any action necessary to oppose the disclosure, including the employment of counsel at Ricardo's expense to oppose the request. Should Ricardo, after receiving notice, decline to take any action, Ricardo shall communicate such decision to VSA. Upon receipt of this decision from Ricardo, VSA may comply with such request for information. If Ricardo opposes the request, VSA will cooperate in Ricardo's opposition, so long as VSA may do so without violating any law, regulation or other legal obligation.

5.2 Property of Ricardo - VSA agrees that all documents and tangible items developed by VSA on behalf of Ricardo under this Agreement are and shall remain the exclusive property of Ricardo. Upon the expiration or termination of this Agreement, or upon the request of Ricardo, VSA shall return to Ricardo all documents and tangible items provided to or created by VSA hereunder.

ARTICLE 6 - CONFLICT OF INTEREST

6.1 Conflict of Interest - VSA represents and warrants that it has no known, actual or potential Conflict of Interest, and that if one should arise during the term of this Agreement, it shall immediately notify Ricardo.

ARTICLE 7 - INDEMNIFICATION AND RIGHT TO INJUNCTIVE RELIEF

7.1 Indemnification - To the fullest extent permitted by law, VSA shall defend, hold harmless and indemnify Ricardo, its directors, officers, agents, members and employees from and against any and all liability, including losses and damages and any expense connected therewith arising out of or connected with VSA's negligence, breach of warranty or violation of Applicable Law arising out of this Agreement. VSA shall be solely responsible for any and all third party liability incurred by it in connection with the performance of this Agreement.

7.2 Injunctive Relief - VSA acknowledges that in the event of a breach of Article 5 Ricardo shall be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. VSA acknowledges that an award of damages to Ricardo does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Construction of Terms - If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

8.2 Governing Law - This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Michigan.

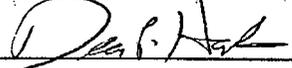
8.3 Complete Agreement - This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

8.4 Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless it is in writing and signed by both parties.

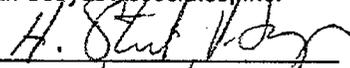
8.5 Waiver of Breach - The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

8.6 Successors and Assigns - This Agreement may not be assigned by either party without the prior written consent of the other party. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

Ricardo US


Date: 1/28/08

Van Scoyoc Associates, Inc.


Date: 1/25/08

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1.2 Reports - With respect to services performed, VSA shall deliver a monthly written report of activity undertaken on behalf of Ricardo on or before the 10th day of the following month.

1.3 Standard of Conduct - VSA shall conform to the highest professional standards of work and business ethics in performing under this Agreement. VSA warrants that it shall at all times perform and remain in full compliance with Applicable Law, including any changes in Applicable Law effective during the term of this Agreement. VSA shall register under the Lobbying Disclosure Act of 1995 on Ricardo's behalf, if required by Applicable Law.

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ARTICLE 3 - COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation - Ricardo shall pay to VSA a retainer in the amount of \$11,000.00 per month between January 1 and December 31, 2009 for services rendered to Ricardo under this Agreement. \$8250.00 per month shall be for business development services. The monthly compensation shall be paid on the first of the month in advance of the month the services are provided.

3.2 Reimbursement - Ricardo agrees to reimburse VSA for all actual, reasonable and necessary expenditures directly related to the services and paid in compliance with Applicable Law. These expenditures include, but are not limited to, expenses related to travel (i.e. airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditure. However, any single expenditure above \$1,000 shall be approved by Ricardo in advance. Ricardo will reimburse VSA's expenses within thirty days of VSA's proper written request.

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Ricardo US

[Signature]

Date: 12/17/08

[Handwritten initials]
12/17/08

Van Scoyoc Associates, Inc.

[Signature]

Date: 12/18/08

FINAL 2009 OBJECTIVES TO BE ATTACHED BY JANUARY 2, 2009